

April 8, 2003

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**ARCHITECTURAL SERVICES AGREEMENTS FOR STOREFRONT REVITALIZATION
IN UNINCORPORATED EAST AND SOUTH LOS ANGELES COUNTY (1, 2)
(3 Vote)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Architectural Services Agreements between the Community Development Commission and 1) Lewis/Schoepfle Architects and 2) RMCA Architecture and Planning Inc., are exempt from the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as described herein, because the proposed work will not have the potential for causing a significant effect on the environment.
2. Approve the award of a two-year Architectural Services Agreement between the Community Development Commission and Lewis/Schoepfle Architects, for design and other services to improve approximately 25 business façades located in the First and Second Supervisorial Districts, to be selected from target areas identified in Attachment A and completed under the Commercial Business Revitalization Program (CBRP); authorize the Executive Director to use for this purpose \$62,500 in Community Development Block Grant (CDBG) funds allocated to the First and Second Supervisorial Districts; and authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of Notice to Proceed, which will not exceed 30 days following Board approval.
3. Approve the award of a two-year Architectural Services Agreement between the Community Development Commission and RMCA Architecture Design Planning Inc., for design and other services to

improve 25 business façades located in the First and Second Supervisorial Districts, to be selected from target areas identified in Attachment A and completed under the CBRP; authorize the Executive Director to use for this purpose a \$62,500 in CDBG funds allocated to the First and Second Supervisorial Districts; and authorize the Executive Director to execute the Agreement and all related documents, to be effective after issuance of Notice to Proceed, which will not exceed 30 days following Board approval.

4. Authorize the Executive Director to increase the above Agreements by a maximum of \$6,250 each for unforeseen project costs, using a total of \$12,500 in CDBG funds allocated to the First and Second Supervisorial Districts; and authorize the Executive Director to execute amendments to the Agreements for such purposes, following approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award two-year Architectural Services Agreements to Lewis/Schoepfle Architects and RMCA Architecture Design Planning Inc., to complete design services for up to 50 façade improvements under the CBRP.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund. The First Supervisorial District will provide \$70,000 for contract services and \$6,250 as a ten percent contingency for unforeseen project costs for both Agreements, using allocated CDBG funds, for a total of \$76,250. The Second Supervisorial District will provide \$55,000 for contract services and \$6,250 as a ten percent contingency for unforeseen project costs for both Agreements, using allocated CDBG funds, for a total of \$61,250.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In 1980, your Board approved implementation of the CBRP in various areas of Los Angeles County. The program assists business owners and operators to upgrade their properties by providing grants to improve building exteriors and to correct building and zoning code violations. CDBG and Tax Increment funds included in the Commission's approved annual budget are used to fund the improvements.

Project managers from the Commission's Economic Redevelopment Division are assigned to the target areas to introduce business owners and operators to the program. Eligible applicants may obtain a \$10,000 construction grant, per business address, without any owner contribution. If an owner can make a financial contribution, the Commission will pay 50 percent of the additional construction cost, up to a maximum grant of \$30,000. The Commission enters into an agreement with each

owner, who then contracts directly with a building contractor for the construction phase. The Commission also prepares bid documents, assists in the contractor procurement process, and provides project management.

The Commission wishes to retain Lewis/Schoepfle Architects and RMCA Architecture Design Planning Inc., to perform architectural services to improve up to 25 commercial buildings each in the First and Second Supervisorial Districts. These services will consist of the following: assess existing façade conditions; prepare designs indicating new elements such as storefront doors and windows, signage, lighting, paint, and stucco repair; prepare plans and specifications for façade improvements; obtain plan check approvals; and perform construction observation and other services and related work.

The improvements are being federally funded, and are not subject to the requirements of the Greater Avenues for Independence (GAIN) Program implemented by the County of Los Angeles. Instead, the Contractor must comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance, to the greatest extent possible.

The Agreements have been approved as to form by County Counsel and executed by the two firms.

ENVIRONMENTAL DOCUMENTATION:

Pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34(a)(1) & (8), the project is exempt from the provisions of NEPA, because it involves activities consisting solely of the development of designs and plans and will not alter existing environmental conditions. The project is also exempt from the provisions of CEQA, pursuant to State CEQA Guidelines 15301, in that that it does not meet the definition of a project, and does not have the potential for causing a significant effect on the environment.

The environmental review record for this project is available for viewing by the public during regular business hours at the Housing Authority's main office located at 2 Coral Circle, Monterey Park.

CONTRACTING PROCESS:

On July 3, 2002, the Commission initiated a Request For Qualifications (RFQ) process to invite interested firms to submit statements of qualifications to provide architectural services for the improvement of up to 120 storefront façades under the CBRP. Notices of the RFQ were mailed to 252 architectural and urban design firms identified from the Commission's vendor list. Announcements appeared in eight local newspapers and on the County Web Site. Firms were requested to come to the Commission for the RFQ

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packages. As a result of the outreach, 25 RFQ packages were requested and distributed.

On July 19, 2002, 15 firms submitted Statements of Qualifications, which were evaluated by a staff committee of architects and program managers. Three of the most qualified firms were awarded contracts under \$50,000, including the firms of Lewis/Schoepfle Architects and RMCA Architecture Design Planning Inc. Based on the strong performance by both firms under the first contracts for 18 storefronts each, it has been determined that they are qualified to provide architectural services for another 25 storefront revitalizations each. The Summary of Outreach Activities is provided as Attachment B.

IMPACT ON CURRENT PROJECT:

The proposed contracts will provide the services necessary to complete improvements on up to 50 storefront façades in the First and Second Supervisorial Districts, which will correct building code and zoning violations and provide street beautification.

Respectfully submitted,

CARLOS JACKSON
Executive Director

Attachments: 4

ATTACHMENT A
Targeted Area Boundaries in the First and Second Supervisorial Districts
Commercial Business Revitalization Program

First Supervisorial District

Maravilla Redevelopment Area	Bounded on the north by Floral Drive, on the east by Mednik Avenue, on the south by 3 rd Street, and on the west by Ford Boulevard.
Atlantic Boulevard	Atlantic Boulevard between Beverly Boulevard and Whittier Boulevard.
City Terrace Redevelopment Area	City Terrace Drive between Eastern Avenue and Herbert Avenue.
Whittier Boulevard	Fourteen block corridor of Whittier Boulevard bordered by Atlantic Boulevard on the east to the Long Beach Freeway on the west.
Union Pacific Redevelopment Area	Bounded on the north by Santa Ana Freeway, on the east by Mariana Avenue, on the south by Noakes Street, and on the west by Indiana Street.
South Whittier Redevelopment Area	Bounded by Telegraph Road, Carmenita Road, and Imperial Highway.
Walnut Park Redevelopment Area	Bounded on the north by Florence Avenue, on the east by State Street, on the south by Independence Avenue, on the west by Santa Fe Avenue.
Florence – Firestone	Bounded on the north by Slauson Avenue, on the east by Santa Fe Avenue, on the south by 86 th Street, on the west by Compton Avenue.

Second Supervisorial District

Florence – Firestone	Bounded on the north by Slauson Avenue, on the east by Compton Avenue, on the south by Firestone Boulevard, on the west by Central Avenue.
Avalon/El Segundo	Bounded on the north by East 121 st Street, on the east by North Central Avenue, on the south by East Rosecrans, on the west by South Figueroa Street.
East Rancho Dominguez	Six block corridor of South Atlantic Boulevard bordered by the City of Compton on the north and south, and the six block corridor of East Compton Boulevard bordered by South Williams Avenue on the east and South Harris Avenue on the west.

ATTACHMENT B

Summary of Outreach Activities Request for Qualifications (RFQ) For Architectural Services

On July 3, 2002, the Community Development Commission initiated the following Request for Qualifications (RFQ) to identify interested firms to provide architectural services to complete storefront façade improvements on commercial properties located in unincorporated areas of east and south Los Angeles County. These areas have been designated for assistance under the Commercial Business Revitalization Program (CBRP).

A. Newspaper Advertising

Announcements appeared in eight local newspapers, four of which are minority publications.

Dodge Construction News	Eastern Group Publications
Los Angeles Times	La Opinion
The Daily News	International Daily News
WAVE Community Newspaper	Los Angeles Sentinel

An announcement was also posted on the County of Los Angeles Web Site.

B. Distribution of Bid Packets

The Commission's vendor list was used to mail the RFQ to 252 architectural and urban design firms included in the Commission's list of vendors, of which 164 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 25 RFQ packages were requested and distributed.

C. Statement of Qualifications

On July 19, 2002, a total of 15 firms submitted Statement of Qualifications, of which two identified themselves as minority-owned.

D. Review of Statement of Qualifications

From July 20, 2002 to September 6, 2002, a review panel consisting of Commission staff reviewed the Statement of Qualifications and ranked each firm independently. Lewis/Schoeplein and RMCA Architecture Design Planning Inc. were determined to be the two top ranked firms and were awarded architectural services contracts for the revitalization of 18 facades each. Based on the initial rankings and performance on the first contracts, both firms are being recommended for award of the current architectural services contracts for 25 storefronts each.

E. Participation of Minority and Women - Selected Architects

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Lewis/Schoeplein Architects	Non-Minority	Total: 3 3 minorities 1 women 100% minorities 33% female
RMCA Architecture Design Planning Inc.	Non-Minority	Total: 7 3 minorities 2 women 42% minorities 29% female

F. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
OJMR Architects	Non-Minority	Total: 5 1 minorities 3 women 20% minorities 60% female
Viniegra & Viniegra Architecture	Minority	Total: 7 6 minority 2 women 86% minority 29% female
Donald Krotee Partnership	Minority	Declined to provide information
L.T.I. Incorporated	Declined to provide information	Declined to provide information
BOA Architecture	Declined to provide information	Declined to provide information
The Neiman Group	Declined to provide Information	Declined to provide information
Leo A Daly	Declined to provide information	Declined to provide information

Tomco Woll Group Architects, Incorporated	Declined to provide information	Declined to provide information
James D. Black Associates	Declined to provide information	Declined to provide information
Sparano + Mooney Architecture	Declined to provide information	Declined to provide information
Johnston Marklee & Associates	Declined to provide information	Declined to provide information
DSH	Declined to provide information	Declined to provide information
Ken Kurose Architect	Declined to provide information	Declined to provide information

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of the contracts is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

AGREEMENT FOR PROFESSIONAL SERVICES

Architectural Services

This Agreement is made and entered into this ____ day of April, 2003 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**Commission**" and Lewis / Schoeplein Architects, hereinafter called "**Consultant**".

Section 1.0 **Purpose:** The purpose of this Agreement is to allow the Commission to contract with Lewis / Schoeplein Architects to complete Architectural Services for 25 storefront revitalizations located within several unincorporated areas in East and South Los Angeles County.

The Consultant will provide technical services for each storefront including, but not limited to, the following:

- a. **Investigation of existing storefront conditions** to document structure, building materials, colors, finishes, location and size of fenestration, circulation pattern, security, signage, shading devices, lighting, finish grades, accessibility and code compliance related to the façade improvement project.
- b. **Attendance at one programming meeting with each storefront Owner and Merchant** to discuss design options, review the cost of various improvements and establish a priority list of items to incorporate into the scope of work.
- c. **Preparation of record drawings** related to the facade, which shall include a site plan, partial floor plan, elevation(s) and section.
- d. **Preparation of design concept drawings** to include an accurate representation of the proposed façade improvement depicting all design elements such as awnings, doors, windows, accent tile, lighting, signage, steps, ramps. Two color schemes shall be prepared along with an Inspection Report/Work Description and Cost Estimate for each storefront.
- e. **Presentation of design concept.** Architect shall meet with storefront Owner and Merchant to present the design, Inspection Report/Work Description and Cost Estimate.
- f. **Refinements to the design, Inspection Report/Work Description and Cost Estimate** based on comments from storefront Owner, Merchant, and Community Development Commission Staff.
- g. **Presentation of final design.** Architect shall present a final design, Inspection Report/Work Description and Cost Estimate to the Owner and Merchant. The final design package shall include up to three copies of the color scheme and material board to be used for reference purposes during construction. It is the intent of the Commission to have Owners fully accept the Design, Inspection Report/Work Description and Cost Estimate at this time.
- h. **Preparation of construction packages** shall include the following: vicinity map, site plan, demolition elevation, proposed partial plan, proposed elevation, section through storefront, enlarged elevation of signage, signage area calculation illustrating conformance with Community District Standards or applicable Department of Regional Planning regulations governing signage, architectural details, cut sheets on products and technical specifications covering all work items. The construction documents shall meet Planning and Building Department code requirements and

result in an approvable set of documents from which a building Contractor can obtain a building permit. A final Work Description shall be submitted without estimate numbers. This version of the Work Description shall have a cost line to be filled in by the bidder. Two black and white

copies of each construction package shall be required. Construction and design package format will not exceed 11" x 17" in size.

- i. **Structural design and calculations** when the proposed architectural design requires structural modifications. The amount of structural work to be included by the Consultant shall not exceed 5% of the total contract amount.
- j. **Advise the Commission**, in writing, on needed interpretations (other than legal interpretations) and clarifications of the drawings and specifications.
- k. **Attendance at one pre-bid meeting** to discuss the scope of work with prospective bidders, answer questions and make clarifications.
- l. **Issue addenda** with the assistance of Commission staff.
- m. **Attendance at one pre-construction meeting** to answer questions and make clarifications regarding the construction documents.
- n. **Review of the construction portion of the bids** and make recommendations to Commission regarding award of construction contract.
- o. **Review the Construction Schedule** submitted by the Contractor and recommend approval/disapproval to the Commission.
- p. **Assist in reviewing of contractor's shop drawings and submittals.**
- q. **Assist in the review of change orders** and provide verification that all costs for changes are reasonable in the marketplace.
- r. **Conduct two visits during construction** when requested by the Commission, to substantiate the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. On the basis of on-site observations, Consultant shall endeavor to guard the Commission against defects and deficiencies in the work. Such visits shall be made by the Consultant's Principal or a professionally qualified staff member familiar with the drawings and specifications of the project.
- s. **Respond to Requests for Information (RFI)** during construction phase.
- t. **Telephone consultation with Commission** during construction to make clarifications and act in an advisory capacity through the construction phase.

Section 2.0 **Term**: This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for a period of two (2) years from the notice to proceed unless sooner terminated or extended in writing by the parties hereto.

Section 3.0 **Consultant Responsibilities**: Upon the request of the Commission's Contracting Officer or designee, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the responsibility of the Consultant. The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its intentional or negligent conduct, including items which are not in compliance with federal, state, or local codes, regulations and laws will be the sole responsibility of the Consultant.

Section 4.0 **Consultant's Personnel and Subconsultants**:

- a. The Consultant's employees identified below are considered to be essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of key personnel shall be made by the Consultant without the prior written consent of

the Contracting Officer.

Toni Lewis, A.I.A., Principal
Marc Schoepfle, A.I.A., Principal

subconsultants or outside associates required by the Consultant in connection with the services covered by the Agreement will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Consultant shall obtain the Contracting Officer's written consent before making any substitution for these subconsultants or associates.

Section 5.0 **Responsibilities of the Consultant:**

a. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services in violation of the applicable industry standard of care.

b. Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

c. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.

d. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Section 6.0 **Responsibilities of the Commission:**

a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.

b. The Commission shall designate a representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

c. The Commission shall furnish where required, a certified land survey of the site, giving, as applicable, streets, alleys, topography, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, locations, dimensions and data pertaining to existing buildings, trees, and improvements and information concerning location service and utility lines both public and private, above and below grade. The Commission shall also provide any available "as built" drawings of buildings or properties on which rehabilitation or modernization is to be performed, along with any available architect surveys, test reports, and any other written information that may affect the

work. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.

d. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project(s).

e. The Commission shall provide a statement on any work, to be performed by others and, therefore, not to be included in the construction contract for the Project(s).

f. The Commission shall provide all current Government issuances pertinent to the Consultant's services hereunder.

g. If Commission observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, the Commission shall give prompt written notice thereof to the Consultant.

j. The Consultant shall be entitled to rely upon the accuracy of information furnished by the Commission.

Section 7.0 **Release of News Information:** No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or his designee.

Section 8.0 **Confidentiality of Reports:** The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

Section 9.0 **Compensation:** Contract Type and Payment - Firm Fixed Price. At the maximum, the Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, firm fixed price of Sixty Two Thousand Five Hundred Dollars and No Cents (\$62,500.00). This price is based on a maximum fee of Two Thousand Five Hundred Dollars (\$2,500) per storefront. If four or more storefronts are adjacent to each other, the fee for each storefront shall be reduced to Two Thousand Three Hundred Dollars (\$2,300). Once a reduced fee is established for a group of four or more storefronts, this fee shall remain the same regardless of the number of storefronts that proceed past the initial site visit stage. The total fee for each storefront shall be allocated as follows:

15% of the fee to be paid after the initial site visit, 35% of the total fee to be paid at the completion of the final design presentation, 40% to be paid at the completion of construction packages and the remaining 10% to be paid at the completion of construction.

In the event that architectural services are performed on less than twenty-five (25) storefronts, the total compensation shall be reduced accordingly.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

Section 10.0 **Payment Schedule:** The Consultant shall submit invoices for compensation on a monthly basis, in a format approved by the Commission, depicting an itemized list of work completed for each storefront according to the fee schedule established above and total amount due. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the service units provided hereunder, including all indirect costs, overhead, and

insurance premiums. The only exclusion shall be the cost of overnight mailing.

Section 11.0 **Source and Appropriation of Funds:** The Commission's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice.

Section 12.0 **Commission Support:** The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.

Section 13.0 **Independent Consultant:** The Consultant shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Consultant.

Section 14.0 **Conflict of Interest:** The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

Section 15.0 **Successor and Assignment:** The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

Section 16.0 **Indemnification:** Except as noted below, the Consultant agrees to indemnify, defend and save harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's negligent acts and/or omissions arising from and/or relating to this Agreement.

Section 17.0 **Standard Insurance Provisions:** The Consultant shall procure and maintain insurance at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. The Commission, Housing Authority, County and their officers, employees and agents shall be named as additional insureds.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |

Each Occurrence	\$1,000,000
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B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.

C. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. AUTOMOBILIE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles, or coverage for "any auto".

17.1 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

17.2 Any self-insurance program of self-insured retention must be separately approved in writing by the Commission.

17.3 Consultant shall deliver to the Commission certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Consultant's liability under this Contract.

17.4 The Commission reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Commission's Risk Manager or designee.

Section 18.0 **Compliance with Laws**: The parties agree to be bound by applicable Federal, state and local laws, regulations and directives as they pertain to the performance of the Agreement. The Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974 as amended by the Cranston-Gonzales National Affordable Housing Act, 1990, and the Code of Federal Regulations 24 CFR Part 85.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified handicapped individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 19.0 **Federal Provisions**: During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

19.1 Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitation or advertisement for employee placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this

Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government agreements in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

19.2 Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or

activity receiving Federal financial assistance.

Section 20.0 **Certification Regarding Lobbying:** Consultant and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by Consultant shall fully comply with the requirements set forth in said County Code. The Consultant must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Consultant will comply with the County Code.

Failure on the part of the Consultant and or Lobbyist to fully comply with County Lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and the Consultant shall be liable for civil action.

Furthermore, the Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

Section 21.0 **Termination for Improper Consideration:** Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Section 22.0 **Safety Standards and Accident Prevention:** The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement. However, this provision in no way changes the Contractor's responsibility for maintaining site safety throughout the construction process.

Section 23.0 **Drug Free Workplace Act of the State of California:** The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

Section 24.0 **Severability:** In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision

contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 25.0 **Interpretation:** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

Section 26.0 **Entire Agreement:** This Agreement including Attachment A, B, and C consists of eighteen (18) pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

Section 27.0 **Waiver:** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Section 28.0 **Agreement Evaluation and Review:** The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

Section 29.0 **Termination for Convenience:** This Agreement may be terminated by the Commission, with or without cause, by giving written notice at least five (5) days prior to the effective termination date in the written notice.

Section 30.0 **Termination for Cause:** This Agreement may be terminated by the Commission upon five (5) days written notice to the Consultant for cause (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to terminate this Agreement for cause or to suspend the performance in whole or in part.

B. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.

C. In the event that a petition of bankruptcy shall be filed by or against the Consultant. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Section 31.0 **Commission's Quality Assurance Plan:** The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action

measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

Section 32.0 Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Section 33.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth in Section 32.0 "Consultant's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County or Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Section 34.0 Post L.A.'s Most Wanted Parents List: Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

Section 35.0 Subcontracting:
The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.
The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

Section 36.0 Employees of Consultant
Worker's Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

Section 37.0 Access and Retention of Records
Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

Section 38.0 **Copyright**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this contract. The Consultant reserves the right to use documents, designs and images for publication and promotion.

Section 39.0 **Use of Recycled-Content Paper Products:** Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

Section 40.0 **Right to Audit:**

Records of the Consultant's Direct Personnel and Reimbursable Expense pertaining to the Project shall be kept in accordance with generally accepted accounting principles. The Commission or its authorized representatives, and HUD and the Comptroller General of the United States or their authorized representatives, shall have full and free access to such records, including the right to audit, and to make excerpts and transcripts from such records.

Section 41.0 **Notices:** Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: Lewis / Schoeplein Architects
10590 ½ West Pico Boulevard
Los Angeles, CA 90064

Commission: Byron Ely, Director
Construction Management Division
c/o Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Section 42.0 **Notice to Employees Regarding the Federal Earned Income Credit:** Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section 43.0 **Section 3 Clause:**

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for

each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

Section 44.0 **Contractor Responsibility and Debarment**

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.
- B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the County may, in addition to other remedies, provided in the contract, debar the Consultant from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the County, the Commission or the Housing Authority.
- C. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

- D. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. These terms shall also apply to subcontractors and subconsultants of the County, Commission or Housing Authority contractors and consultants.

Section 45.0 **Compliance With Jury Service Program**

- A. Jury Service Program.

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- B. Written Employee Jury Service Policy.
 - 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - 2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

OWNER

**COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY CORPORATE
AND POLITIC**

By: _____

CARLOS JACKSON

Title: Executive Director

Date: _____

APPROVED AS TO PROGRAM:

**BYRON ELY, C.B.O.
Director**

**APPROVED AS TO FORM:
LLOYD W. PELLMAN**

County Counsel

CONSULTANT

LEWIS / SCHOEPLIN ARCHITECTS

By: _____

TONI LEWIS, A.I.A.

Title: Principal

Date: _____

License Number C-26532

BUSINESS ADDRESS

10590 ½ West Pico Boulevard

Los Angeles, CA 90064

By:

Telephone: (310) 842-8620

Deputy

CORPORATE SEAL



Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A

STATISTICAL INFORMATION

The following information is required for statistical purposes only. If you will be utilizing sub-consultants on the job, please ask them to complete this form also.

A. Please give the ethnicity and/or minority status of owner and all employees:

Owner: _____

Total number of employees: _____

Non-minorities: _____

Minorities: _____

Women: Minority & Non-minority: _____

B. Are you currently carrying medical insurance for your employees?

_____ YES _____ NO

If yes, is dependent coverage available?

_____ YES _____ NO

Lewis / Schoeplein Architects

Signature and Title

ATTACHMENT B
Community Development Commission
County of Los Angeles

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031**

CERTIFICATION

Name of Firm: _____

Address: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles (CDC):

- 1) It is understood that each person/entity/firm who applies for a CDC agreement, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a agreement with the CDC shall be disqualified therefrom and denied the agreement and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into agreement with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____

Signature: _____ Date: _____

ATTACHMENT C
Community Development Commission
County of Los Angeles
FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the Department of Housing and Urban Department (HUD) and the CDC, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal agreement, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: _____

Signature: _____ Date: _____

AGREEMENT FOR PROFESSIONAL SERVICES

Architectural Services

This Agreement is made and entered into this ____ day of April, 2003 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**Commission**" and RMCA Architecture Design Planning Inc., hereinafter called "**Consultant**".

Section 1.0 **Purpose:** The purpose of this Agreement is to allow the Commission to contract with RMCA Architecture Design Planning Inc. to complete Architectural Services for 25 storefront revitalizations located within several unincorporated areas in East and South Los Angeles County.

The Consultant will provide technical services for each storefront including, but not limited to, the following:

- u. **Investigation of existing storefront conditions** to document structure, building materials, colors, finishes, location and size of fenestration, circulation pattern, security, signage, shading devices, lighting, finish grades, accessibility and code compliance related to the façade improvement project.
- v. **Attendance at one programming meeting with each storefront Owner and Merchant** to discuss design options, review the cost of various improvements and establish a priority list of items to incorporate into the scope of work.
- w. **Preparation of record drawings** related to the facade, which shall include a site plan, partial floor plan, elevation(s) and section.
- x. **Preparation of design concept drawings** to include an accurate representation of the proposed façade improvement depicting all design elements such as awnings, doors, windows, accent tile, lighting, signage, steps, ramps. Two color schemes shall be prepared along with an Inspection Report/Work Description and Cost Estimate for each storefront.
- y. **Presentation of design concept.** Architect shall meet with storefront Owner and Merchant to present the design, Inspection Report/Work Description and Cost Estimate.
- z. **Refinements to the design, Inspection Report/Work Description and Cost Estimate** based on comments from storefront Owner, Merchant, and Community Development Commission Staff.
- aa. **Presentation of final design.** Architect shall present a final design, Inspection Report/Work Description and Cost Estimate to the Owner and Merchant. The final package shall include up to three copies of the color scheme and material board to be used for reference purposes during construction. It is the intent of the Commission to have Owners fully accept the Design, Inspection Report/Work Description and Cost Estimate at this time.
- bb. **Preparation of construction packages** shall include the following: vicinity map, site plan, demolition elevation, proposed partial plan, proposed elevation, section through storefront, enlarged elevation of signage, signage area calculation illustrating conformance with Community District Standards or applicable Department of Regional Planning regulations governing signage, architectural details, cut sheets on products and technical specifications covering all work items. The construction documents shall meet Planning and Building Department code requirements and

result in an approvable set of documents from which a building Contractor can obtain a building permit. A final Work Description shall be submitted without estimate numbers. This version of the Work Description shall have a cost line to be filled in by the bidder. Two black and white

copies of each construction package shall be required.

- cc. **Structural design and calculations** when the proposed architectural design requires structural modifications. The amount of structural work to be included by the Consultant shall not exceed 5% of the total contract amount.
- dd. **Advise the Commission**, in writing, on needed interpretations (other than legal interpretations) and clarifications of the drawings and specifications.
- ee. **Attendance at one pre-bid meeting** to discuss the scope of work with prospective bidders, answer questions and make clarifications.
- ff. **Issue addenda** with the assistance of Commission staff.
- gg. **Attendance at one pre-construction meeting** to answer questions and make clarifications regarding the construction documents.
- hh. **Review of the construction portion of the bids** and make recommendations to Commission regarding award of construction contract.
- ii. **Review the Construction Schedule** submitted by the Contractor and recommend approval/disapproval to the Commission.
- jj. **Assist in reviewing of contractor's shop drawings and submittals.**
- kk. **Assist in the review of change orders** and provide verification that all costs for changes are reasonable in the marketplace.
- ll. **Conduct a minimum of two visits during construction** when requested by the Commission, to substantiate the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents. On the basis of on-site observations, Consultant shall endeavor to guard the Commission against defects and deficiencies in the work. Such visits shall be made by the Consultant's Principal or a professionally qualified staff member familiar with the drawings and specifications of the project.
- mm. **Respond to Requests for Information (RFI)** during construction phase.
- nn. **Telephone consultation with Commission** during construction to make clarifications and act in an advisory capacity through the construction phase.

Section 2.0 **Term:** This Agreement shall commence as of the day and year first above written and shall remain in full force and effect for a period of two (2) years from the notice to proceed unless sooner terminated or extended in writing by the parties hereto.

Section 3.0 **Consultant Responsibilities:** Upon the request of the Commission's Contracting Officer or designee, the Consultant shall complete the work program described in this Agreement. The Consultant agrees that all work performed by the Consultant will be the responsibility of the Consultant. The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its intentional or negligent conduct, including items which are not in compliance with federal, state, or local codes, regulations and laws will be the sole responsibility of the Consultant.

Section 4.0 **Consultant's Personnel and Subconsultants:**

- a. The Consultant's employees identified below are considered to be essential to the contract work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the contract. No diversion or substitution of key personnel shall be made by the Consultant without the prior written consent of

the Contracting Officer.

Paul Robich, A.I.A., Principal
Stephen Rittner, Design Principal

subconsultants or outside associates required by the Consultant in connection with the services covered by the Agreement will be limited to individuals or firms that were specifically identified and agreed to during negotiations. The Consultant shall obtain the Contracting Officer's written consent before making any substitution for these subconsultants or associates.

Section 5.0 **Responsibilities of the Consultant:**

a. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services in violation of the applicable industry standard of care.

b. Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

c. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.

d. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

Section 6.0 **Responsibilities of the Commission:**

a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.

b. The Commission shall designate a representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

c. The Commission shall furnish where required, a certified land survey of the site, giving, as applicable, streets, alleys, topography, pavements and adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, locations, dimensions and data pertaining to existing buildings, trees, and improvements and information concerning location service and utility lines both public and private, above and below grade. The Commission shall also provide any available "as built" drawings of buildings or properties on which rehabilitation or modernization is to be performed, along with any available architect surveys, test reports, and any other written information that may affect the

work. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.

d. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project(s).

e. The Commission shall provide a statement on any work, to be performed by others and, therefore, not to be included in the construction contract for the Project(s).

f. The Commission shall provide all current Government issuances pertinent to the Consultant's services hereunder.

g. If Commission observes or otherwise becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, the Commission shall give prompt written notice thereof to the Consultant.

j. The Consultant shall be entitled to rely upon the accuracy of information furnished by the Commission.

Section 7.0 **Release of News Information:** No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or his designee.

Section 8.0 **Confidentiality of Reports:** The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

Section 9.0 **Compensation:** Contract Type and Payment - Firm Fixed Price. At the maximum, the Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, firm fixed price of Sixty Two Thousand Five Hundred Dollars and No Cents (\$62,500.00). This price is based on a maximum fee of Two Thousand Five Hundred Dollars (\$2,500) per storefront. If four or more storefronts are adjacent to each other, the fee for each storefront shall be reduced to Two Thousand Three Hundred Dollars (\$2,300). Once a reduced fee is established for a group of four or more storefronts, this fee shall remain the same regardless of the number of storefronts that proceed past the initial site visit stage. The total fee for each storefront shall be allocated as follows:

15% of the fee to be paid after the initial site visit, 35% of the total fee to be paid at the completion of the final design presentation, 40% to be paid at the completion of construction packages and the remaining 10% to be paid at the completion of construction.

In the event that architectural services are performed on less than twenty-five (25) storefronts, the total compensation shall be reduced accordingly.

Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

Section 10.0 **Payment Schedule:** The Consultant shall submit invoices for compensation on a monthly basis, in a format approved by the Commission, depicting an itemized list of work completed for each storefront according to the fee schedule established above and total amount due. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the service units provided hereunder, including all indirect costs, overhead, and

insurance premiums.

Section 11.0 **Source and Appropriation of Funds:** The Commission's obligation is payable only and solely from funds appropriated through the United States Department of Housing and Urban Development (HUD) and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice.

Section 12.0 **Commission Support:** The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.

Section 13.0 **Independent Consultant:** The Consultant shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Consultant.

Section 14.0 **Conflict of Interest:** The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

Section 15.0 **Successor and Assignment:** The services as contained herein are to be rendered by the Consultant whose name is as appears first above written and said Consultant shall not assign nor transfer any interest in this Agreement without the prior written consent of the Commission. However, the Commission reserves the right to assign this Agreement to another public agency without the consent of the Consultant.

Section 16.0 **Indemnification:** Except as noted below, the Consultant agrees to indemnify, defend and save harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County"), and their elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Consultant's negligent acts and/or omissions arising from and/or relating to this Agreement.

Section 17.0 **Standard Insurance Provisions:** The Consultant shall procure and maintain insurance at Consultant's expense for the duration of this Agreement from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. The Commission, Housing Authority, County and their officers, employees and agents shall be named as additional insureds.

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:
- | | |
|-------------------|-------------|
| General Aggregate | \$2,000,000 |
|-------------------|-------------|

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.

C. WORKER'S COMPENSATION and EMPLOYER'S LIABILITY insurance providing worker's compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

D. AUTOMOBILIE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "hired" and "non-owned" vehicles, or coverage for "any auto".

17.1 Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

17.2 Any self-insurance program of self-insured retention must be separately approved in writing by the Commission.

17.3 Consultant shall deliver to the Commission certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. Such insurance as required herein shall not be deemed to limit Consultant's liability under this Contract.

17.5 The Commission reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Commission's Risk Manager or designee.

Section 18.0 **Compliance with Laws**: The parties agree to be bound by applicable Federal, state and local laws, regulations and directives as they pertain to the performance of the Agreement. The Agreement is subject to and incorporates the terms of the Housing and Community Development Act of 1974 as amended by the Cranston-Gonzales National Affordable Housing Act, 1990, and the Code of Federal Regulations 24 CFR Part 85.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified handicapped individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 19.0 **Federal Provisions**: During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

19.1 **Executive Order 11246 and 11375 Equal Opportunity (Non-**

Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitation or advertisement for employee placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this

Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government agreements in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

19.2 Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the

grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 20.0 **Certification Regarding Lobbying:** Consultant and each County lobbyist or County lobbyist firm, as defined in Los Angeles County Code Chapter 2.160 (County Ordinance 93-0031), retained by Consultant shall fully comply with the requirements set forth in said County Code. The Consultant must also certify in writing that it is familiar with the Los Angeles County Code Chapter 2.160 and that all persons acting on behalf of the Consultant will comply with the County Code.

Failure on the part of the Consultant and or Lobbyist to fully comply with County Lobbyist requirements shall constitute a material breach of this Agreement upon which the Commission may immediately terminate this Agreement and the Consultant shall be liable for civil action.

Furthermore, the Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

Section 21.0 **Termination for Improper Consideration:** Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission or the County Auditor-Controller's Employee Fraud Hotline 800/544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Section 22.0 **Safety Standards and Accident Prevention:** The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement. However, this provision in no way changes the Contractor's responsibility for maintaining site safety throughout the construction process.

Section 23.0 **Drug Free Workplace Act of the State of California:** The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

Section 24.0 **Severability:** In the event that any provision herein contained is held to be

invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 25.0 **Interpretation:** No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

Section 26.0 **Entire Agreement:** This Agreement including Attachment A, B, and C consists of eighteen (18) pages, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

Section 27.0 **Waiver:** No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Section 28.0 **Agreement Evaluation and Review:** The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

Section 29.0 **Termination for Convenience:** This Agreement may be terminated by the Commission, with or without cause, by giving written notice at least five (5) days prior to the effective termination date in the written notice.

Section 30.0 **Termination for Cause:** This Agreement may be terminated by the Commission upon five (5) days written notice to the Consultant for cause (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- D. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to terminate this Agreement for cause or to suspend the performance in whole or in part.
- E. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- F. In the event that a petition of bankruptcy shall be filed by or against the Consultant.

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

Section 31.0 **Commission's Quality Assurance Plan:** The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may

place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

Section 32.0 Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County or Commission through contract are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Section 33.0 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth in Section 32.0 "Consultant's Warranty of Adherence to County's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to County or Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Section 34.0 Post L.A.'s Most Wanted Parents List: Consultant acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is County's policy to encourage all County consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

Section 35.0 Subcontracting:
The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement with prior written approval by the Commission.
The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

Section 36.0 Employees of Consultant
Worker's Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Consultant.

Section 37.0 Access and Retention of Records
Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions. The Consultant is required to retain the aforementioned

records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

Section 38.0 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this contract.

Section 39.0 Use of Recycled-Content Paper Products: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

Section 40.0 Right to Audit:

Records of the Consultant's Direct Personnel and Reimbursable Expense pertaining to the Project shall be kept in accordance with generally accepted accounting principles. The Commission or its authorized representatives, and HUD and the Comptroller General of the United States or their authorized representatives, shall have full and free access to such records, including the right to audit, and to make excerpts and transcripts from such records.

Section 41.0 Notices: Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: RMCA Architecture Design Planning Inc.
1541 Wilshire Boulevard, Suite 110
Los Angeles, CA 90017

Commission: Byron Ely, Director
Construction Management Division
c/o Community Development Commission of the County of Los Angeles
2 Coral Circle
Monterey Park, CA 91755-7425

Section 42.0 Notice to Employees Regarding the Federal Earned Income Credit: Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section 43.0 Section 3 Clause:

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

C. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 Clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for

each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet the Consultant's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Consultant.

Section 44.0 **Contractor Responsibility and Debarment**

H. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the County, the Commission and the Housing Authority to conduct business only with responsible contractors.

I. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County, which, as defined under Section 2.202.020, includes the Commission and the Housing Authority, acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the County may, in addition to other remedies, provided in the contract, debar the Consultant from bidding on County, Commission or Housing Authority contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the County, the Commission or the Housing Authority.

J. The Commission may debar a contractor if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the County, the Commission or the Housing Authority, (2) committed any act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, the Commission or the Housing Authority or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3)

committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

- K. If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- L. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Consultant may be deemed to have waived all rights of appeal.
- M. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- N. These terms shall also apply to subcontractors and subconsultants of the County, Commission or Housing Authority contractors and consultants.

Section 45.0 **Compliance With Jury Service Program**

- A. Jury Service Program.

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

- B. Written Employee Jury Service Policy.
 - 5. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
 - 6. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

7. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
8. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

OWNER

**COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY CORPORATE
AND POLITIC**

By: _____

CARLOS JACKSON

Title: Executive Director

Date: _____

APPROVED AS TO PROGRAM:

**BYRON ELY, C.B.O.
Director**

**APPROVED AS TO FORM:
LLOYD W. PELLMAN**

County Counsel

CONSULTANT

RMCA ARCHITECTURE DESIGN PLANNING INC.

By: _____

PAUL ROBICH, A.I.A.

Title: Principal

Date: _____

License Number C-013724

BUSINESS ADDRESS

1541 Wilshire Boulevard, Suite 110

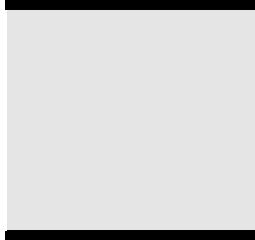
Los Angeles, CA 90017

By:

Telephone: (213) 483-0530

Deputy

CORPORATE SEAL



Required Signatures:

If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A

STATISTICAL INFORMATION

The following information is required for statistical purposes only. If you will be utilizing sub-consultants on the job, please ask them to complete this form also.

A. Please give the ethnicity and/or minority status of owner and all employees:

Owner: _____

Total number of employees: _____

Non-minorities: _____

Minorities: _____

Women: Minority & Non-minority: _____

B. Are you currently carrying medical insurance for your employees?

_____ YES _____ NO

If yes, is dependent coverage available?

_____ YES _____ NO

RMCA Architecture Design Planning Inc.

Signature and Title

ATTACHMENT B
Community Development Commission
County of Los Angeles

**COUNTY LOBBYIST CODE CHAPTER 2.160
COUNTY ORDINANCE NO. 93-0031**

CERTIFICATION

Name of Firm: _____

Address: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the County of Los Angeles and the Community Development Commission, County of Los Angeles (CDC):

- 1) It is understood that each person/entity/firm who applies for a CDC agreement, and as part of that process, shall certify that they are familiar with the requirements of the Los Angeles County Code Chapter 2.160, (Los Angeles County Ordinance 93-0031) and;
- 2) That all persons/entities/firms acting on behalf of the above named firm have and will comply with the County Code, and;
- 3) That any person/entity/firm who seeks a agreement with the CDC shall be disqualified therefrom and denied the agreement and, shall be liable in civil action, if any lobbyist, lobbying firm, lobbyist employer or any other person or entity acting on behalf of the above named firm fails to comply with the provisions of the County Code.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into agreement with the Los Angeles County and the Community Development Commission, County of Los Angeles.

Authorized Official:

Name: _____

Signature: _____ Date: _____

ATTACHMENT C
Community Development Commission
County of Los Angeles
FEDERAL LOBBYIST REQUIREMENTS

CERTIFICATION

Name of Firm: _____

Acting on behalf of the above named firm, as its Authorized Official, I make the following certification to the Department of Housing and Urban Department (HUD) and the CDC, County of Los Angeles:

- 1) No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal agreement, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form, "Disclosure Form to Report Lobbying", in accordance with its instructions, and;
- 3) The above name firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Name: _____

Signature: _____ Date: _____